

Use of any ticket, pass, credential or other document (each a "Campground Ticket") allowing entry to the campgrounds ("Campground") at the Phillip Island Grand Prix Circuit ("Circuit") during the 2020 Phillip Island Classic Festival of Motorsport (including support events) ("Event") and entry to and presence at the Campground by any person ("Patron") is subject to the following Conditions of Entry to the Campground (together the "Conditions") and, for the avoidance of doubt the Terms and Conditions of Entry to the Circuit. It is each Patron's responsibility to inform themselves of these Conditions and any other conditions relating to the Campground prior to using the Campground. By entering the Campground, Patrons accept and understand as binding on them all Conditions and any accompanying risks, obligations and responsibilities. The Campground is operated by PI OPERATIONS PTY LTD ACN 108 623 463 (PI OPERATIONS). If Patrons have any queries in relation to these Conditions they can contact PI OPERATIONS on 03 5952 2710.

## 1. RELEASE FROM LIABILITY

**WARNING TO THE PUBLIC – Motor racing is DANGEROUS and persons camping at or otherwise utilising the Campground do so entirely at their own risk. It is a condition of admission to the Campground that all persons having a connection with the promotion and/or organisation and/or conduct of the Event, including the operator of the Event, the owners of the land and the riders and owners of vehicles and passengers in or on the vehicles, are absolved from liability arising out of accidents causing damage or personal injury to Patrons to the fullest extent permitted by law.**

- (a) Without limiting the foregoing, but subject to Condition 1(b), to the fullest extent permitted by law, Patrons hereby exclude, release and forever discharge PI OPERATIONS, PI OPERATIONS' Personnel and each of the Associated Entities from all liability for claims, loss, damage, costs or expenses of any nature arising from or connected with Patrons' entry to the Campground or anything which occurs or fails to occur at the Campground.
- (b) Other than under Condition 2, nothing in these Conditions limits, excludes or modifies, or purports to limit, exclude or modify any Statutory Guarantees.
- (c) With the exception of Statutory Guarantees, and in addition to Condition 2, PI OPERATIONS, PI OPERATIONS' Personnel and the Associated Entities exclude:
  - (i) any term, condition or warranty that may otherwise be implied into these Conditions;
  - (ii) any liability for loss, death or personal injury incurred as a result of or in connection with the Campground or the Event, howsoever caused;
  - (iii) any liability for damage to Patrons' property as a result of or in connection with the Campground or the Event, howsoever caused; and
  - (iv) any liability for indirect or consequential loss (such as loss of profits, loss of revenue and loss of opportunity).
- (d) Patrons indemnify PI OPERATIONS, PI OPERATIONS' Personnel and the Associated Entities ("Indemnified Parties") against all loss, liability, damage or expense incurred by any of the Indemnified Parties in connection with the Event, to the extent caused by the Patron.
- (e) Patrons acknowledge and agree that the risks associated with attending the Event and the Campground include the risk that the Patron may suffer harm as a result of:
  - (i) motor vehicles (or parts of them) colliding with other motor vehicles, persons or property;
  - (ii) acts of violence and other harmful acts (whether intentional or inadvertent) committed by persons attending the Circuit and Event (including, without limitation, the Campground); and
  - (iii) motor sport being dangerous and that accidents causing harm can and do happen and may happen to the Patron and/or their property.
- (f) Patrons accept the conditions of, and acknowledge and voluntarily assume the risks arising from, attending the Event and the Campground.
- (g) Patrons consent to receive and agree to pay for any medical or hospital treatment (including, without limitation, ambulance transportation) which is considered in the opinion of PI OPERATIONS to be advisable before, during or after the Event. The Patron indemnifies and will keep indemnified on demand PI OPERATIONS for all costs associated with any medical treatment required.

## 2. RELEASE FROM LIABILITY – RECREATIONAL SERVICES

To the extent permitted by the law and in respect of any Recreational Services, Patrons hereby release and discharge each of PI OPERATIONS, PI OPERATIONS' Personnel and the Associated Entities from all and any claims, loss, damage, costs and expense arising from any:

- (a) death;
- (b) physical or mental injury of an individual (including the aggravation, acceleration or recurrence of such an injury of the individual);
- (c) contraction, aggravation or acceleration of a disease of an individual; or
- (d) coming into existence, aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual that is or may be harmful or disadvantageous to the individual or community or that may result in harm or disadvantage to the individual or community,

however it may be caused and even if caused by negligence or lack of due care and skill (other than Reckless Conduct) of PI OPERATIONS, PI OPERATIONS' Personnel and the Associated Entities, arising from or connected with the supply or organisation of or participation in Recreational Services.

This release is intended to exclude the Patron's rights under Subdivision B of Division 1 of Part 3-2 of the Australian Consumer Law and all other rights which may legally be excluded.

## WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012 (VIC)

**WARNING:** If you participate in these activities your rights to sue the supplier under the Australian Consumer Law and Fair Trading Act 2012 (Vic) if you are killed or injured because the activities were not supplied with due care and skill or were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in this notice.

NOTE: The change to your rights as set out in this notice does not apply if your death or injury is due to gross negligence on the supplier's part. **Gross negligence**, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2012 (Vic) and section 22(3)(b) of the **Australian Consumer Law and Fair Trading Act 2012 (Vic)**.

For the purpose of this paragraph 2, "the supplier" shall mean and include PI OPERATIONS, PI OPERATIONS' Personnel and each of the Associated Entities.

## 3. RESTRICTED OR PROHIBITED ITEMS

- (a) Patrons must not, without the consent of PI OPERATIONS, bring any of the following items into the Campground:
  - (i) any glass bottles or containers or other glass objects (excluding sunglasses, binoculars and prescription glasses);
  - (ii) prohibited weapons or controlled weapons within the meaning of the Control of Weapons Act 1990 (Vic) whose possession would constitute an offence under that Act or articles capable of being used as weapons or anything which may be used in a way which adversely affects the safety of Patrons, damages property, or interferes with the comfort of Patrons;
  - (iii) any object that could be used to distract, hinder or interfere with the driver or rider of any vehicle or craft taking part in the Event, or could be used to disrupt or interrupt, or could behave in a manner that may disrupt or interrupt, any race, event or activity, whether intentionally or otherwise, including (without limitation) a laser pointer;
  - (iv) any animal (other than a guide dog, if the person is blind, deaf or otherwise suffering a disability);
  - (v) any metal flag or banner pole, any extendable flag or banner pole, any flag or banner pole longer than 1 metre, or any flag or banner used or to be used in contravention of condition 3(a)(iii);
  - (vi) any whistle, loud hailer, public address system, electronic or other broadcasting device, or any other device which may interfere with electronic or radio communications or broadcasting signals and equipment used in connection with the Event;
  - (vii) any scooter, skateboard, roller skates or roller blades;
  - (viii) any fireworks, flares or distress signals;
  - (ix) any item that the Patron intends (or such quantities of the item from which PI OPERATIONS can reasonably infer that the Patron intends) to distribute, hawk, sell, offer or expose for sale;
  - (x) any dangerous goods;
  - (xi) any object, device or substance that may be used to deface or damage any part of the Circuit or the Campground, including (without limitation) any spray paint;
  - (xii) any photographic, video or audio recording equipment PI OPERATIONS deems unacceptable, which may include (without limitation) audio recorders, camera tripods, monopods or lenses with a total focal strength of greater than 300mm and digital video equipment;
  - (xiii) drones of various sizes and other unmanned aerial vehicles; or
  - (xiv) any unregistered motor vehicle of any kind.
- (b) If:
  - (i) Patrons bring any item referred to in Condition 3(a) into the Campground without the consent of PI OPERATIONS; or
  - (ii) any consent given by PI OPERATIONS to the bringing into the Campground of any item is revoked by PI OPERATIONS at any time, which PI OPERATIONS may do in circumstances where in the reasonable opinion of PI OPERATIONS there is a security or safety reason for the revocation,

the Patron must immediately remove or hand to PI OPERATIONS the offending item or immediately leave the Campground through the nearest exit. If the Patron fails to do so (or if in PI OPERATIONS' reasonable opinion the item constitutes a safety or security risk and the item has been left unattended or, in any event, if the item is an unregistered vehicle), each Patron consents to PI OPERATIONS removing the item from the Campground and the Patron releases PI OPERATIONS and its Personnel from and indemnifies PI OPERATIONS and its Personnel against any loss, damage, claims or liability arising from or connected with such removal.

## 4. PATRONS' BEHAVIOUR

Patrons must not:

- (a) pick any flower or injure or uproot any tree, shrub, flower or other plant or disturb or interfere with any fauna;
- (b) climb or attempt to climb or remain on any tree or structure without the written consent of PI OPERATIONS;
- (c) post, stick or place or attempt to post, stick or place any poster, placard, bill, banner, print, paper or any advertising material on any building, structure, fence, tree or barrier without the written consent of PI OPERATIONS;
- (d) distribute any printed or visual matter or distribute, display or promote any advertising or promotional material, samples of goods or services or any other matter or thing, without the written consent of PI OPERATIONS;
- (e) distribute, hawk, sell, offer or expose for sale any goods or services or collect money or orders from Patrons for goods or services, without the written consent of PI OPERATIONS;
- (f) misuse, deface, damage, remove from the Circuit or tamper with or attempt to misuse, deface, damage, remove from the Circuit or tamper with any building, seat, chair, table, structure, vehicle, craft, truck, tap, tap fitting, conduit, electrical equipment, wiring or sign or excavate or cause to be excavated any part of the

- Circuit or the Campground;
- (g) block any thoroughfare including, without limitation, any stairs, steps, aisle, gangway, overpass, underpass, bridge, passage, entry or exit;
  - (h) deposit litter, except in a receptacle provided for the purpose;
  - (i) throw or attempt to throw any stone, bottle or other projectile;
  - (j) behave in any manner that may interfere with the comfort of other Patrons or their enjoyment of the Campground;
  - (k) use indecent or obscene language or threatening or insulting words or otherwise behave in a threatening, abusive, riotous, indecent or insulting manner;
  - (l) urinate or defecate otherwise than in a building or structure specifically provided for the purpose;
  - (m) operate or use a loud hailer, public address system or other broadcast device;
  - (n) conduct public surveys or opinion polls or solicit money, donations or subscriptions from members of the public, without the written consent of PI OPERATIONS;
  - (o) conduct entertainment without a licence from PI OPERATIONS;
  - (p) smoke in a designated no smoking area;
  - (q) use photographic video or audio recording equipment in areas where such use is prohibited or otherwise than as directed by PI OPERATIONS or its agents; or
  - (r) cause unreasonable annoyance to any Patron, official or employee or contractor of PI OPERATIONS, or interfere with the comfort of any Patron or their enjoyment of the Campground.

#### 5. ENTRY REFUSAL AND EVICTION

PI OPERATIONS reserves the right to:

- (a) prohibit entry or evict from the Campground any Patron under the influence of drugs or alcohol, who is disorderly or engages in offensive or other inappropriate behaviour or vandalism or who evades or attempts to evade legal admission;
- (b) prohibit entry to a Patron having in their possession any of the prohibited or restricted items listed in Condition 3;
- (c) confiscate from a Patron any of the prohibited or restricted items listed in Condition 3; and
- (d) prohibit entry to or evict any Patron from the Campground.

#### 6. PERSONAL ITEMS

- (a) Patrons bringing personal items into the Campground do so at their own risk.
- (b) PI OPERATIONS will not be held responsible for any damage to, loss or theft of a Patron's personal property including but not limited to tents and vehicles.

#### 7. TICKET ACCESS AT THE CAMPGROUND

- (a) In order to gain entry to the Campground, Patrons must produce either a Camping Package Ticket or both a valid Campground Ticket and either a valid three day or weekend General Admission, Grandstand or Corporate Hospitality ticket or a valid credential.
- (b) Patrons must exchange the Camping Package Ticket or Campground Ticket on arrival at the Circuit for a colour coded non-transferable wristband which will be recognised as the valid entry ticket for the Campground. This wristband must be produced at all times in order to gain entry to the Campground. Patrons with General Admission, Grandstand or Corporate Hospitality tickets or credentials will retain those tickets or credentials for the purpose only of admission to the Circuit and relevant facility, and those tickets or credentials will not be valid for admission to the Campground.
- (c) All Patrons will be required to show identification (ie: drivers licence, concession card etc) prior to entry to the Campground.

#### 8. CAMPGROUND COMPLIANCE

- (a) Patrons must immediately comply with all directions of PI OPERATIONS and its Personnel.
- (b) Patrons who bring children to the Campground are responsible for the care, conduct and supervision of those children at all times and must keep those children within sight. Children may not be permitted to enter certain areas at the Campground for safety or responsible service of alcohol reasons as determined by PI OPERATIONS (in its absolute discretion).
- (c) Patrons must not in the Campground:
  - (i) light any fire on a nominated Total Fire Ban day unless authorised to do so by PI OPERATIONS;
  - (ii) allow any fire to be or become out of control; or
  - (iii) except to the extent otherwise permitted by these Conditions, use any vehicle or transportation devices (registered or otherwise) including, without limitation, any motorcar, motorcycle, bicycle, scooter, skateboard, roller skates or roller blades and including, without limitation, on the Go-Kart track.
- (d) PI OPERATIONS may, at any time, inspect any vehicle, tent or camping equipment, bag, basket or other receptacle or require a Patron to turn out their pockets, bag, basket or other receptacle.
- (e) Patrons in the Campground with "General Camping" tickets may drive their vehicles in and out of the Campground during the Event.
- (f) Patrons in the Campground with "Park & Stay" tickets must not move their vehicles once they enter the Campground until the Event has finished.

#### 9. TENTS

- (a) Patrons may bring the following items (at their own expense and risk) into the Campground:
  - (i) subject to Condition 9(b) below, tents, marquees and other temporary structures used solely for camping purposes ("Tents");
  - (ii) barbecues (including gas bottles); and
  - (iii) firewood, provided that each piece of firewood is pre-split and is no longer than 500mm in length.
- (b) In respect of Tents brought into and used in the Campground, Patrons acknowledge and agree to the following:
  - (i) no Tents may be erected which require occupancy permits;
  - (ii) no Tents may be erected prior to Campground opening times; and
  - (iii) Tents must not exceed an area of 1 person per 6 square metres.

#### 10. PRIVACY AND PERSONAL INFORMATION

Patrons acknowledge that PI OPERATIONS and third parties authorised by PI OPERATIONS may make or record film, photographs or other forms of moving picture, still picture or any of them of the Event (including, without limitation, of Patrons at the Event or in the Campground). Each Patron hereby grants PI OPERATIONS, Victorian Historic Racing Register Inc ("VHRR") and third parties authorised by them permission to use photographs, film, tape, or other images or likenesses of the Patron in any media (including publication within or outside Victoria, Australia, including on the basis that Australian Privacy Principal 8.1 will not apply to disclosure of images or likenesses outside Australia) and for any purpose without identification or compensation or payment of any kind.

PI Operations Pty Ltd (**we, our, us**) collect personal information about patrons attending events at the Phillip Island Grand Prix Circuit (including, but not limited to, the Phillip Island Classic Festival of Motorsport 2020 or subsequent Phillip Island Classic Festivals of Motorsport). We may collect the name, address, phone number and email address of Patrons, as well as film, photographic and other footage, for the purposes of coordinating arrangements at the Event and of conducting research, marketing and promotional activities in relation to the Event, subsequent Phillip Island Classic Festivals of Motorsport, similar events and other activities held at Phillip Island Grand Prix Circuit. Personal information may also be used for accounting and Event management purposes, for managing access to the Campground and the Circuit, for reporting incidents to Worksafe Victoria and other relevant authorities under applicable laws and for legal proceedings. Film and photographic footage may be used as set out above.

If the Patron does not provide us with the personal information described above:

- the Patron may not be admitted to the Campground or the Event; and
- we may not be able to provide the Patron with information about products and services that the Patron may want, including information about discounts, sales or special promotions.

We may disclose the personal information we collect to our employees, Related Bodies Corporate, contractors and service providers (including, but not limited to, research, marketing and promotional organisations) as well as to relevant authorities as set out above and to VHRR (the promoter of the Event). We are not likely to disclose the information to overseas recipients (other than images as set out above in relation to film and photographic footage).

Our privacy policy is available on our website ([www.phillipislandcircuit.com.au](http://www.phillipislandcircuit.com.au)) and contains more details about:

- the personal information we collect and how we deal with that information;
- how a Patron may access the personal information which we hold about them and seek correction of that information; and
- how a Patron may complain about a breach of the Australian Privacy Principles and how we will deal with such a complaint.

Alternatively, to find out more about how we collect and use personal information, contact PI Operations Pty Ltd Privacy Officer at RMB 500GP Cowes 3922, Victoria (Tel: +61 3 5952 2710).

Unless a Patron advises us to the contrary, the Patron consents to receiving future promotional and marketing material from us and our related entities, including, without limitation, via electronic messages (e.g. email, SMS etc). If a Patron does not wish to receive promotional and marketing material, they should select the unsubscribe option where applicable or contact the PI Operations Pty Ltd Privacy Officer at RMB 500GP Cowes 3922, Victoria (Tel: +61 3 5952 2710).

#### 11. GENERAL

- (a) Any person who does not comply with these Conditions may be removed from the Campground and may have any Tent, vehicle or transportation device brought into or used within the Campground removed from the Campground and their Campground Ticket or wristband and any object brought into the Campground may be confiscated by PI OPERATIONS.
- (b) Patrons must comply with the Conditions of Entry in addition to these Conditions. The Conditions of Entry to the Circuit also apply to Patrons' entry into the Circuit and Event. However, to the extent of any inconsistency, these Conditions prevail insofar as they apply to the Campground.
- (c) These Conditions are governed by the laws in force from time to time in Victoria. The parties submit to the exclusive jurisdiction of the courts of Victoria.
- (d) Each release or exclusion of liability in this document is for the benefit of PI OPERATIONS, PI OPERATIONS' Personnel and each of the Associated Entities and is held on trust by PI OPERATIONS so that its Personnel and each of the Associated Entities may enforce these provisions against each Patron. It is not necessary for PI OPERATIONS, PI OPERATIONS' Personnel or any Associated Entity to incur expense or make payment before enforcing a right of indemnity under these Conditions.

#### 12. DEFINITIONS

- (a) **"Associated Entities"** means Fox Group Holdings Pty Ltd, Linfox Property Group Pty Ltd, PI Circuit Pty Ltd, PI Visitor Centre Pty Ltd, PI Graydens Pty Ltd, PI Sunrise-McGuigan Pty Ltd, 265 Ingles Street Pty Ltd, Victorian Historic Racing Register Inc, Confederation of Australian Motor Sport, teams, service companies, national and international officials, race direction, clerks of the course, sporting technical stewards, timekeepers and marshals and all other parties involved in the conduct and organisation of the Event and their respective Personnel.
- (b) **"CCA"** means the *Competition and Consumer Act 2010* (Cth);
- (c) **"Personnel"** means employees, officers, contractors, agents and representatives (as applicable);
- (d) **"Reckless Conduct"** has the meaning set out in section 139A(5) of the CCA;
- (e) **"Recreational Services"** has the meaning set out in section 139A(2) of the CCA;
- (f) **"Related Body Corporate"** has the meaning provided in the *Corporations Act 2001* (Cth); and
- (g) **"Statutory Guarantees"** means the statutory consumer guarantees as provided under the Australian Consumer Law, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia.